

DECLARATION — Utility or Design Patent ApplicationDirect all correspondence to: ☒ Customer Number or Bar Code Label ☐ OR ☐ Correspondence address belowName **Paul J. Hubbell, JR.**Address **P.O. Box 541**City **Metairie,**State **LA**ZIP **70004**

Jefferson Parish

XXXXXX
CountryTelephone **504-733-8874**

Fax /

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR: ☐ A petition has been filed for this unsigned inventorGiven Name
(first and middle [if any]) **James A.**Family Name
or Surname **Barger, Sr.**Inventor's
Signature*James A. Barger Sr.*Date **8/29/03**Residence: City **Slidell,**State **LA**St. Tammany
CountryYes
Citizenship **U.S.**Mailing Address **207 Tulip Dr.**City **Slidell,**State **LA**ZIP **70461**St. Tammany
CountryNAME OF SECOND INVENTOR: ☐ A petition has been filed for this unsigned inventorGiven Name
(first and middle [if any]) **Paul J.**Family Name
or Surname **Hubbell, Jr.**Inventor's
Signature*Paul J. Hubbell Jr.*Date **8/29/03**Residence: City **Metairie,**

405 Faun St.

State **LA**Jefferson
Parish
CountryYes
Citizenship **U.S.**Mailing Address **P.O. Box 541 Metairie, LA 70004**City **Metairie,**State **LA**ZIP **70004**Jefferson
Parish
Country☐ Additional inventors are being named on the _____ supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.

August 29, 2003

I, James A. Barger Sr. hereby acknowledge and recognize Paul J. Hubbell, Jr. as a partner with a 50% ownership of the Portable Crane/Winch/Hoist invention for the contributions rendered since the summer of 2001 which included; Developement and filing of the 1st Disclosure, August 31, 2001, Improvements to the original concepts, Filing of an improved second Disclosure, February 18, 2003, Trademark filing, LLC filing, Improvements and development of project which includes writing, coordinating the drawings and filing the official patent application, Labor/time and financial disbursements for the above.

Accepted:

Paul J. Hubbell Jr.

Date:

8/29/03

James A. Barger Sr.

James A. Barger, Sr.

Date:

8/29/03

29 DAYS OF AUGUST 2003

~~NOTARY PUBLIC~~

J.D. Deliberto / Notary Public /
Orleans - Jefferson Parish /
State of Louisiana
My Commission is For Life

Joint Owners' Agreement

This agreement is made by and between the following parties who, by mutual consent, own the following respective shares of the invention and patent application identified below:

<u>James A. Barger, Sr.</u>	of <u>Slidell, LA</u>	<u>50</u> %
<u>Paul J. Hubbell, Jr.</u>	of <u>Metairie, LA</u>	<u>50</u> %
	of _____	____ %

Invention Title: "PORTABLE CRANE/WINCH/HOIST"

Patent Application Ser. Nr.: _____, Filed: _____

Applicants: James A. Barger, Sr.

Paul J. Hubbell, Jr.

The above patent application data is to be filled in as soon as it becomes available if the application has not yet been filed.

The parties desire to stipulate the terms under which they will exploit this invention and patent application and therefore agree as follows:

1. No Action Without Everyone's Consent: None of the parties to this agreement shall license, use, make, or sell the invention or application, or take any other action, other than normal prosecution, without the written consent and cooperation of the other party or parties (hereinafter "parties") to this agreement, except as provided below. Any action so taken shall be committed to a writing signed by all of the parties, or as many parties as consent, with copies to all other parties.

2. Decisions: In case any decision must be made in connection with the invention or the patent application, including foreign filing, appealing from an adverse decision in the Patent and Trademark Office, or any opportunity to license, sell, make, or use the invention or application, the parties shall consult on such opportunity and a majority decision shall control. In the event the parties are equally divided, the matter shall be submitted to an impartial, mutually-acceptable arbitrator whose decision shall control. If no arbitrator can be agreed upon, then the parties shall each select a representative and the parties' representative shall select the arbitrator. After a decision is so made, all parties shall abide by the decision and shall cooperate fully by whatever means are necessary to implement and give full force to such decision. However, if there is time for any parties to obtain a better or different offer, they shall be entitled to do so and the decision shall be postponed for up to one month to allow such other parties to act.

3. Proportionate Sharing: The parties to this agreement shall share, in the percentages indicated above, in all income from, liabilities, and expenditures agreed to be made by any decision under Part 2 above in connection with the invention or patent application. In case a decision is made to make any expenditure, as for foreign patent application filing, exploitation, etc., and a minority or other parties opposes such expenditure or is unable to contribute his or her proportionate share, then the others shall advance the minority or other parties' share of the expenditure. Such others shall be reimbursed by the minority or other parties by double the amount so advanced from the minority or other parties' proportionate share of any income received, provided such income has some reasonable connection with the expenditure. No party shall be entitled to reimbursement or credit for any labor unless agreed to in advance by all of the parties hereto.

4. If Any Parties Desire to Manufacture, Etc.: If any parties who do not constitute all of the parties to this agreement desire to manufacture, distribute, or sell any product or service embodying the above invention, they may do so with the written consent of the other parties under Part 1 above. The cost of the product or service shall include, in addition to normal profit, labor, commission, and/or overhead, etc., provision for a reasonable royalty which shall be paid for the term of the above patent application and any patent which may issue thereon. Such royalty shall be determined before any action is taken under this part and as if a valid patent on the invention had been licensed to an unrelated exclusive licensee (or a nonexclusive licensee if the patent is licensed to others) in an arm's length transaction. Such royalty shall be distributed to all of the parties hereto according to their proportionate shares and on a quarterly basis, accompanied by a written royalty report and sent within one month after the close of each calendar quarter.

5. In Case of Dispute: In case any dispute or disagreement arises out of this agreement or in connection with the invention or patent application, the parties shall confer as much as necessary to settle the disagreement; all parties shall act and compromise to at least the degree a reasonable person would act. If the parties cannot settle their differences on their own, they shall submit the dispute to mediation by an impartial third party or professional mediator agreed to by all of the parties. If the parties cannot agree on a mediator, then they shall submit the matter to binding arbitration with a mutually-acceptable arbitrator or the American Arbitration Association. The arbitrator shall settle the dispute in whatever manner he or she feels will do substantial justice, recognizing the rights of all parties and commercial realities of the marketplace. The parties shall abide by the terms of the arbitrator's decision and shall cooperate fully and do any acts necessary to implement such decision. The costs of the arbitrator shall be advanced by all of the parties or in accordance with Part 3 above and the arbitrator may make any allocation of arbitration costs he or she feels is reasonable.

James G. Bergeron
Date: 8/29/03

David M. Deliberto
Date: 8/29/03

Date: _____

2003 AUGUST 29 DAY OF

NOTARY PUBLIC

J.D. Deliberto - Notary Public
Orleans - Jefferson Parish
State of Louisiana
My Commission Is For Life

Assignment of Invention and Patent Application

For value received, I, James A. Barger, Sr. co-owner
of "U-RIG-IT", LLC
(hereinafter assignor), hereby sells, assigns, transfers, and sets over unto Paul J. Hubbell, Jr.
co-owner of "U-RIG-IT", LLC
and her or his successors or assigns (hereinafter assignee), Fifty (50) % of the following: (A)
Assignor's right, title and interest in and to the invention entitled "Portable Crane/Winch-
Hoist Assembly;" invented by assignor; (B) the application for United States patent therefor,
signed by assignor James A. Barger, Sr., U.S. Patent and
Trademark Office Serial Number _____; Filed _____
_____; (C) any patent or reissues of any patent that may be granted thereon; and (D)
any applications which are continuations, continuations-in-part, substitutes, or divisions of said
application. Assignor authorizes assignee to enter the date of signature and/or Serial Number and Filing
Date in the spaces above. Assignor also authorizes and requests the Commissioner of Patents and
Trademarks to issue any resulting patent(s) as
follows: Fifty (50) % to Assignor and Fifty (50) % to assignee. (The singular shall
include the plural and vice-versa herein.)

Assignor hereby further sells, assigns, transfers, and sets over unto assignee, the above percentage
of assignor's entire right, title and interest in and to said invention in each and every country foreign to
the United States; and assignor further conveys to assignee the above percentage of all priority rights
resulting from the above-identified application for United States patent. Assignor agrees to execute all
papers, give any required testimony and perform other lawful acts, at assignee's expense, as assignee
may require to enable assignee to perfect assignee's interest in any resulting patent of the United States
and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent
and reissues and extensions thereof, and assignee's interest therein.

In testimony whereof assignor has hereunto set its hand and seal on the date below.

James A. Barger, Sr.
James A. Barger Sr.
State: Louisiana

:ss

~~XXXXXX~~ Jefferson Parish

Subscribed and sworn to before me

November 14, 2002
[Signature]
Notary Public

SEAL

J.D. Deliberto - Notary Public
Orleans - Jefferson Parish
State of Louisiana
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